

DATE: SEP 20 2006
 BY: SP-112
 RE: FILE



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION 1
 1 CONGRESS STREET, SUITE 1100
 BOSTON, MA 02114-2023

URGENT LEGAL MATTER -- PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED

September 20, 2006

CUSTOM COATING & LAMINATING COMPANY (0279)

Mr. Roger Plourde, President
 Custom Coating & Laminating Company
 14 Sears Rd.
 Southborough, MA 17721-102

Re: Special Notice Pursuant to Section 122(e) of CERCLA for a Remedial Design/Remedial Action at the Solvents Recovery Service of New England Superfund Site in Southington, CT

Dear Mr. Plourde:

This letter follows the General Notice Letter issued to you by the United States Environmental Protection Agency ("EPA") in connection with the Solvents Recovery Service of New England Superfund Site in Southington, CT (the "Site"). This letter provides notice of a period of negotiations, pursuant to Section 122(e) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9622(e), during which EPA is seeking your company's voluntary performance of certain response actions necessary at the Site. The actions which EPA is seeking you to perform are detailed in the enclosed documents. In addition, this letter contains a formal request for reimbursement of the costs, including interest thereon, that have been incurred and that are expected to be incurred by EPA in response to the environmental problems at the Site.

EPA has documented the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. EPA has spent and is considering spending public funds on actions to control such releases or threatened releases at the Site pursuant to CERCLA, 42 U.S.C. §§ 9601 et seq.



Under Section 106(a) and Section 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), and other laws, responsible parties may be obligated to implement response actions deemed necessary by EPA to protect the public health, welfare or environment. Responsible parties may also be liable for all costs incurred by the government in responding to any release or threatened release of contaminants at the Site. Such costs may include, but are not limited to, expenditures for investigation, planning, cleanup response and enforcement activities.

Unless EPA reaches an agreement under which a responsible party or parties, such as yourself, will properly perform the response actions at the Site, EPA may itself perform these actions, order responsible parties to perform them, or seek a judicial order requiring responsible parties to perform them. EPA may also seek to recover all costs expended in response to the release or threatened release at the Site.

As indicated in the General Notice Letter previously issued to you, EPA has information indicating that you are a potentially responsible party, under Section 107(a) of CERCLA, with respect to this Site. By this letter, EPA encourages you, as a potentially responsible party, to enter into negotiations to voluntarily perform the response activities described below which EPA has determined are required at the Site, and to reimburse EPA for certain costs incurred to date.

UPCOMING RESPONSE ACTIONS

As set out more specifically in the enclosed documents, EPA is seeking to have the following work conducted at the Site:

1. The design and implementation of the remedial action selected and approved by EPA for the Site;
2. Operation, maintenance and monitoring necessary at the Site.

In addition to these activities, EPA may, pursuant to its authorities under CERCLA and other laws, decide that other studies or clean-up activities are necessary to protect public health, welfare or the environment.

DEMAND FOR PAYMENT OF COSTS

In accordance with CERCLA and other authorities, EPA has undertaken certain actions and incurred costs in response to conditions at the Site. The costs to date associated with these actions are approximately \$13,846,497.21, including interest. EPA anticipates that it will expend additional funds for response activities at the Site under the authority of CERCLA and other laws, including those response activities described below.

In accordance with Section 107(a) of CERCLA, demand is hereby made for payment of the above amount, including the interest authorized to be recovered under that Section and under any other provisions of law. Demand is also hereby made under these authorities for payment of all future costs, and interest thereon, that EPA may accrue in regard to the Site.

In the event the addressee of this notice intends or has already filed for dissolution or reorganization under bankruptcy laws, you are hereby requested to include EPA-Region I, and the United States Department of Justice, on any mailing or notice lists used in that proceeding. The United States reserves the right to file a proof of claim or application for reimbursement of administrative expenses in such a proceeding.

SPECIAL NOTICE AND NEGOTIATION MORATORIUM

EPA has determined that use of the Section 122(e) Special Notice Procedures specified in CERCLA will facilitate a settlement between EPA and potentially responsible parties ("PRPs") for this Site. Therefore, under Section 122 of CERCLA, receipt of this letter triggers a sixty (60) day moratorium on certain EPA response activities at the Site. During this sixty (60) day period, the PRPs, including you, are invited to participate in formal negotiations with EPA.

The purpose of these negotiations is to reach an agreement whereby the PRPs perform certain response activities required at the Site as set out in the enclosed documents. By the end of the sixty (60) day negotiation period, the PRPs must have provided a written good faith offer, as described below, to EPA. The sixty (60) day negotiation moratorium will be extended for an additional sixty (60) days if PRPs provide EPA with a good faith offer to conduct or finance the remedial design/remedial action and pay outstanding costs.

PRP STEERING COMMITTEE

Because of the large number of PRPs for this Site, EPA will not be able to negotiate with individual persons or companies. Instead, EPA expects to negotiate with the PRP steering committee. You may contact the SRSNE Site PRP Group at the following address:

American Environmental Consultants
30 Purgatory Road
Mont Vernon, NH 03057
ATTN: Randy Smith
Telephone: 603-673-0004
FAX: 603-672-0004

NEGOTIATION PROCEDURES AND GOOD FAITH OFFER

Under the terms of Section 122(e) of CERCLA, responsible parties have sixty (60) days from the date of receipt of this notice in which to make a good faith proposal, in writing, to perform or finance the response activities. If a good faith proposal is submitted by responsible parties within the sixty (60) day period, EPA will negotiate with the parties making the proposal during the remainder of the negotiation moratorium period in an attempt to reach a final agreement with those parties. Any agreement reached for the performance or financing of the response actions at the Site will be embodied in a consent decree containing terms consistent with the provisions of CERCLA and EPA policy.

Enclosed with this letter you will find a computer disk (Enclosure C) containing a draft site-specific consent decree which is based in large part on a national model CERCLA remedial design/remedial action ("RD/RA") consent decree. In accordance with EPA's model consent decree and its underlying procedures, many provisions of the decree are standard language which reflect legal and procedural terms that have been found acceptable to both the United States and PRPs across the country. Use of the model provisions is designed to reduce the time and resources consumed during RD/RA settlement discussions by reducing across the board the number of issues the United States will negotiate with the PRPs.

A good faith offer to conduct the RD/RA is a written proposal that demonstrates the PRPs' qualifications and willingness to conduct the design, implementation, and monitoring of the remedy for the RD/RA and must include all of the following elements:

1. A general statement of willingness by the PRPs to conduct the work consistent with the enclosed draft documents.
2. A written paragraph-by-paragraph response to the consent decree and statement of work (provided on the enclosed computer disk), in redline/strikeout. Please note that if you fail to respond to any portion of these documents in redline/strikeout in the submission of a good faith offer, EPA will not consider negotiation of those terms at a later date. In addition, you should provide a site-specific justification for each proposed change in the enclosed documents, along with a listing of the subset of changes which you consider major issues.
3. A demonstration of the PRPs' technical capability to carry out the work including the identification of the firms(s) that may actually conduct the work or a description of the process they will use to select the firm(s).
4. A demonstration of the PRPs' capability to finance the work.
5. A specific statement of willingness by the PRPs to reimburse EPA for all of, or a significant portion of, past response costs and future costs to be incurred in overseeing

the PRPs conduct of the work.

6. The name, address, and phone number of the party or steering committee who will represent the PRPs in negotiations.

7. A statement of willingness by the PRPs to initiate remedial design prior to the formal entry of the enclosed Consent Decree.

If EPA determines that a good faith proposal has not been submitted within the first sixty (60) days of the moratorium period, EPA may thereafter terminate the negotiation moratorium period pursuant to Section 122(e)(4) of CERCLA and commence such cleanup or enforcement actions as may be appropriate given the status of negotiations.

Because responsible parties may be required to pay damages for injury to, destruction of, or loss of natural resources, including the costs to assess such damages, EPA has notified the Federal Natural Resource Trustee(s) of its intent to enter into negotiations for the performance or financing of response actions at the Site. Please note that natural resource damage claims, if any, are not included in the enclosed documents.

DE MINIMIS SETTLEMENT PROPOSALS BY THE PRPS

EPA is aware that some of the PRPs have expressed interest in addressing their liability at the Site through a de minimis settlement pursuant to Section 122(g)(1)(A) of CERCLA. As part of the good faith settlement proposal described above, the PRP steering committee may include a proposal for de minimis settlements for consideration by EPA.

INFORMATION RELEASE

In order to assist responsible parties in their preparation of a good faith proposal, EPA is including with this notification certain additional information it has obtained since the previous notice.

1. An updated list of the names and addresses of each PRP to whom a special notice letter is being provided. This list represents EPA's current findings on the identities of PRPs. Inclusion on or exclusion from the list does not constitute a final determination by the Agency concerning the liability of any party for the hazard or contamination at the Site. (Enclosure A)

2. A list of the volume of substances contributed by each PRP to whom a special notice letter is being provided. Under the terms of Section 122(e)(3)(C) of CERCLA, this list shall not constitute an apportionment or other statement by EPA on the divisibility of harm or causation in connection with the Site, nor shall the list be admissible as evidence in any proceeding. (Enclosure B)

ADMINISTRATIVE RECORD

In accordance with Section 113(k) of CERCLA, EPA has established an administrative record containing the documents used by EPA to select the appropriate response action for the Site. This administrative record is available to the public for inspection and comment at:

EPA Records Center
1 Congress Street
Boston, MA 02114-2023
Telephone No. 617-918-1440

Please call the EPA Records Center for current hours and directions.

The administrative record is also available at the Southington Public Library, 255 Main Street, Southington, Connecticut 06489 (Telephone No. 860-628-0947).

PRP RESPONSE AND EPA CONTACT PERSON

You have sixty (60) calendar days from the date of receipt of this notice to submit a good faith offer, as described above, to EPA. Your offer should be submitted to EPA through the steering committee, or, if you are unwilling to agree to the terms which the steering committee intends to present to EPA, then you should submit your own individual offer.

If EPA does not receive a timely good faith offer from you, either through the steering committee or individually, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities. In such event, EPA may terminate negotiations moratorium with respect to you, and may seek to hold you liable for the cost of the cleanup activities performed at the Site. In addition, EPA may issue an order or seek a court order requiring you to perform the response activities at the Site.

Your response to this special notice letter should be sent to:

Karen Lumino, Remedial Project Manager
U.S. Environmental Protection Agency
Office of Site Remediation and Restoration
1 Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

If you wish to speak with a member of the EPA case team assigned to this site regarding the enclosed documents or the negotiation process, please contact Audrey Zucker, Senior Enforcement Counsel, at 617-918-1788.

The factual and legal discussions in this letter are intended solely to provide notice and

***Commencement of Cleanup Negotiations and Request to Participate
Solvents Recover Service of New England Superfund Site***

Page 7

information, and such discussions are not to be construed as a final agency position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by conditions at the Site, EPA urges that immediate attention and a prompt response be given to this letter.

Sincerely,

A handwritten signature in black ink that reads "Susan Studlien". The signature is written in a cursive, slightly slanted style.

Susan Studlien
Director, Office of Site Remediation and Restoration

Enclosures

cc: Audrey Zucker, EPA Office of Environmental Stewardship
Karen Lumino, EPA Remedial Project Manager
MaryJane O'Donnell, Chief, ME/VT/CT Superfund Section
Superfund Record Center
Jack Looney, Assistant Attorney General, Connecticut Attorney General's Office
Martin Beskind, Connecticut DEP Remedial Project Manager
Mark Barash, U.S. Department of the Interior
Ken Finkelstein, U.S. National Oceanic and Atmospheric Administration
Mark Gallagher, U.S. Department of Justice

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Mr. Roger Plourde, President
Custom Coating & Laminating Company
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1. Article Addressed to:

Mr. Roger Plourde, President
Custom Coating & Laminating Company
14 Sears Rd.,
Southborough, MA 17721-102

0279

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

x

R. Plourde☐ Agent☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery**

9-21-6

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